

EXHIBIT 4

Quality Assurance Surveillance Plan

Dated 2/8/12

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Statement of Work (SOW) for Protective Services. This plan sets forth the procedures and guidelines that the NASA/GSFC will use in ensuring the required performance standards or services levels are achieved by the Contractor.

1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the SOW and the Contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.

This QASP is designed to define the roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the Contractor's performance, describe quality assurance documentation requirements, and describe the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

This QASP will define the performance management approach taken by the Government to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the required services are being achieved by the Contractor.

1.3 Performance Management Strategy

The Contractor is responsible for the quality of all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's internal quality control system will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The Contractor will utilize its internal quality control system to assess and report their performance to the designated Government representative.

The Contracting Officer's Representative (COR) will monitor performance and review deliverables, furnished by the Contractor.

2.0 ROLES AND RESPONSIBILITIES

2.1 The Contracting Officer (CO) is responsible for monitoring contract compliance and contract administration and for resolving any differences between the observations documented by the Technical Monitors, COR, and the Contractor.

2.2 The CO will designate one full-time COR as the Government authority for performance management. The number of additional representatives serving as Technical Monitors depends on the complexity of the services measured, as well as the Contractor's performance.

2.3 The COR is responsible for technical administration of the project and ensures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms (Forms 1 and 2) used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the SOW and in Attachment L, "Performance Requirements Summary and Deduction Table". If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. Failure to meet the required service or performance level will result in a deduction from the monthly amount.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques - In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate Contractor performance. The primary methods of surveillance include review of records, reports, and other required documentation; periodic inspection; random inspections and monitoring; and customer complaints.

The GSFC representative will evaluate the Contractor's daily performance through personal dealings and direct inspections of work products and demonstrated knowledge of applicable regulations. The GSFC may conduct random inspections and increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the GSFC may decrease the number of quality control inspections if performance dictates.

4.2 Customer Feedback - The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external

indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the CO or the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation, identified in Form 2. The COR shall make final determination of the validity of customer complaint(s). Customer feedback may also be from random customer complaints.

4.3 Performance Standards - The performance standards located in Attachment L, “Performance Requirements Summary and Deduction Table”, for Contractor performance are structured to allow the Contractor to manage how the work is performed while providing negative incentives for performance shortfalls.

5.0 QUALITY ASSURANCE DOCUMENTATION

5.1 The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the SOW and are assessed using the performance monitoring techniques shown in Attachment L, “Performance Requirements Summary and Deduction Table”.

5.2 The Government’s QA surveillance, accomplished by the COR and technical monitors, will be reported using the Forms 1 and 2. The forms, when completed, will document the COR’s understanding of the Contractor’s performance under the contract to ensure that the required results service quality levels are being achieved.

The COR will retain a copy of all completed QA surveillance forms for the duration of the contract as part of their file.

6.0 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Determining Performance

Government shall use the monitoring methods cited to determine whether the performance standards/service levels/Acceptable Quality Levels (AQLs) have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan within seven calendar days, unless a longer period is authorized by the CO, to show how and by what date it intends to bring performance up to the required levels. Failure to meet the AQL may result in a deduction from the monthly payment, using the deduction amounts shown in Attachment L, “Performance Requirements Summary and Deduction Table”.

6.2 Reporting

At the end of each month, the technical monitors from remote locations (WFF, IV&V and GISS) will prepare a written report for the GSFC COR summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed quality assurance monitoring forms (Form 1), will become part of the QA documentation. It will enable the Government to demonstrate whether the Contractor is meeting the stated objectives and/or performance standards, including technical and schedule objectives.

6.3 Reviews and Resolution

The CO may require the Contractor's project manager, or a designated alternate, to meet with the CO, COR and other Government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the Contractor; however, if the need arises, the Contractor will meet with the COR as often as required or per the Contractor's request. The agenda of the reviews may include:

- Monthly performance measured by the metrics and trends
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends
- Recommendations made by the COR based on Contractor information
- Issues arising from independent reviews and inspections

The COR and CO must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance.

The CO, COR, and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification by the CO.

7.0 DOCUMENTING PERFORMANCE

The Government shall document the quality of the Contractor's performance on an annual basis using the Contractor Performance Assessment Reporting System (CPARS).

When unacceptable performance occurs the Government will use the "Performance Requirements Summary and Deduction Table", (Attachment L) for price reductions. The CO will inform the Contractor in writing of the type and dollar amount of the proposed deduction within a reasonable amount of time after the defect was discovered or should have been discovered. The Contractor shall acknowledge receipt of the notice of non-conforming services and provide a credit to the Government on the next invoice request for payment. The Contractor may, within seven calendar days of receipt of the notification of the proposed deductions, present to the CO specific reasons why any or all the proposed deductions are not warranted. Reasons

must provide specific facts with appropriate documentation to justify reconsideration and adjustment of the proposed deduction. Failure to respond within seven calendar days shall be construed as acceptance of the deductions proposed.

8.0 FAILURE TO PERFORM

8.1 If any of the services do not conform to contract requirements, GSFC may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance the Contractor may receive deductions or even termination based on failure to perform. The following apply for determining appropriate action:

1. **Notifications.** Consistent with the Termination for Cause under FAR clause 52.212-4, the CO shall notify the Contractor of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the Contractor's project manager or designated alternate of such notices.
2. **Deductions.** The Government may reduce the contract price to reflect the reduced value of the services performed. The Government has the right to withhold payment of the monthly price for performing particular services based on failure to meet performance standards. The amount of such withholding is identified in Attachment L, "Performance Requirements Summary and Deduction Table".
3. **Termination.** If the CO determines that the Contractor has failed to perform to the extent that a termination for cause is justified, the CO shall issue a notice of termination, consistent with FAR Part 12.

The Contractor shall take necessary action to ensure that future performance conforms to contract requirements.

SERVICE or STANDARD: _____

☐ Random Sampling ☐ 100% Inspection ☐ Periodic Inspection ☐ Customer Complaint

☐ Monthly ☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

Observed Service Provider Performance Measurement Rate: _____%

Service Provider's Performance (Check): ☐ Meets Standards
☐ Does Not Meet Standards

Narrative of Performance During Survey Period: _____

PREPARED BY: _____ **DATE:** _____

FORM 2
SAMPLE QUALITY ASSURANCE MONITORING FORM –
CUSTOMER COMPLAINT INVESTIGATION

SERVICE or STANDARD: _____

SURVEY PERIOD: _____

DATE/TIME COMPLAINT RECEIVED: _____ AM / PM

SOURCE OF COMPLAINT: _____ (Name)
_____ (Organization)
_____ (Phone Number)
_____ (E-Mail Address)

NATURE OF COMPLAINT:

RESULTS OF COMPLAINT INVESTIGATION:

DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT: _____
_____ AM / PM

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

RECEIVED AND VALIDATED BY: _____

PREPARED BY: ____ **DATE:** _____